END USER LICENSE AGREEMENT

FOR VSPACE SERVER SOFTWARE

IMPORTANT - READ THIS CAREFULLY:

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND NCOMPUTING CO., LTD. ("NCOMPUTING"). YOU MUST CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("EULA") IN ITS ENTIRETY BEFORE INSTALLING OR USING THE NCOMPUTING® VSPACE® SERVER SOFTWARE IN ANY WAY. BY CLICKING ON THE "ACCEPT" BUTTON PRESENTED IN CONNECTION WITH THIS EULA, OR BY INSTALLING OR USING THE NCOMPUTING® VSPACE® SERVER SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU ARE AN INDIVIDUAL AGREEING TO THE TERMS OF THIS EULA ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THE TERMS OF THIS EULA. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS EULA, THEN PLEASE EXIT THIS PAGE WITHOUT CLICKING ON THE "ACCEPT" BUTTON, DO NOT INSTALL OR USE THE NCOMPUTING® VSPACE® SERVER SOFTWARE, AND IMMEDIATELY DELETE THE NCOMPUTING® VSPACE® SERVER SOFTWARE FROM THE COMPUTER ON WHICH IT WAS COPIED OR DOWNLOADED. BY DOING SO YOU FOREGO ANY IMPLIED OR STATED RIGHTS TO INSTALL OR USE THE NCOMPUTING® VSPACE® SERVER SOFTWARE.

1. **OVERVIEW.** The terms and conditions set forth in this EULA apply to the NComputing® vSpace® Server software (the "**Server Software**"). This EULA supersedes all other licensing terms for the Server Software. Updates to the Server Software provided by NComputing through Internet-based services or other means are also subject to this EULA, unless other terms accompanying those updates explicitly supersede or amend this EULA.

   The Server Software is licensed to you on both per Server Device and per Client Device bases.

2. **DEFINITIONS.** For the purposes of this EULA, The following terms shall have the following meanings:

   a. "**Client Device**" means an NComputing device running the NComputing® vSpace® Client Software. A Client Device is not equivalent to a personal computer and is not compatible with all personal computer applications, software and/or peripherals. A Client Device cannot be operated as an independent computer, and must be connected to a Server Device to function as intended

   b. "**Server Software**" means the NComputing® vSpace® Server software

   c. "**Server Device**" means a physical or virtual machine on which the Server Software is installed and with which one or more Client Devices may connect.

   d. "**Open Source Software**" means any software or software component, module or package that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the BSD License; and (e) the Apache License.

   e. "**You**" or "**you**" means the company, entity or individual who enters into this EULA and has rightfully acquired the Server Software from NComputing or its authorized sources.

3. **INSTALLATION AND USE LICENSE.** Subject to the terms and conditions set forth in this EULA and conditional upon your compliance therewith, NComputing grants You a limited, non-exclusive license to (i) download, install, and use the Server Software on a Server Device that you register and assign to your copy of the Server Software via the NComputing registration process, and (ii) store one copy of the Server Software on a storage device, such as a network server, provided that You reproduce, unaltered, all proprietary notices on or in any such copies.

4. **LICENSE RESTRICTIONS.** Unless applicable law gives You more rights despite the limitations in this EULA, You may use the Server Software only as expressly permitted herein. You must comply with any technical limitations in the Server Software that only allow you to use it in certain ways. You may only install one copy of the Server Software on a Server Device. You may connect the Server Device on which the Server Software is installed to up to the maximum number of Client Devices permitted by NComputing in the documentation accompanying the Server Software. Furthermore, you may not:

   - use the Server Software on any devices or products other than those that you or your business organization own or have a valid legal right to use;
   - use the Server Software on any devices other than Server Devices;
   - install the Server Software on more than one Server Devices at the same time;
   - connect the Server Device on which the Server Software is installed to more than the maximum number of Client Devices permitted by NComputing in the applicable documentation;
   - modify, translate, reverse engineer, decompile, disassemble or otherwise attempt (i) to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Server Software, including without limitation any such mechanism used to restrict or control the functionality of the Server Software, or (ii) to derive the source code or the underlying ideas, algorithms, structure or organization from the Server Software (except that the foregoing limitation does not apply to the extent that such activities may not be prohibited under applicable law); or
   - make more copies of the Server Software than expressly permitted in this EULA;
   - publish the Server Software for others to copy; or
   - rent, lease, distribute, lend, sublicense, modify or create derivative works based on the Server Software or any part thereof, or grant to any third party any rights in the Server Software and its accompanying documentation, or any modifications of any of the foregoing, without the prior written consent of NComputing.

5. **OWNERSHIP.** The Server Software is licensed, not sold. NComputing reserves all rights not expressly granted herein. All intellectual property rights in and to the Server Software, including without limitation, all patents, copyrights, trademark, trade secret and other proprietary rights of any kind, remain solely the property of NComputing or its licensors.

6. **REASSIGNMENT OF THE SERVER SOFTWARE.** You may reassign your copy of the Server Software to a new or upgraded Server Device, provided that you first uninstall the Server Software from the original Server Device on which it was previously installed and assigned to and then register and reassign your copy of the Server Software to the new Server Device via the NComputing registration process. You may reassign your copy of the Server Software in this manner no more than two (2) times.

7. **ADDITIONAL THIRD PARTY SOFTWARE REQUIRED.** Neither the Server Software nor the NComputing® vSpace® Client Software is an operating system. In order to operate the Server Device and any Client Devices, you must also purchase operating system software compatible with your Server Device and Client Device(s). This may require you to obtain appropriate number of Microsoft® Windows Server licenses and client access licenses. You cannot use the Server Software with any Microsoft® Windows Client software (e.g., Windows 7, Windows 8, etc.) unless only a single user and no other user accesses the same Windows Client software at any one time, or you are authorized to do so under an applicable license from Microsoft or as expressly set forth below (see "Microsoft Windows Server to Windows XP License Rights"). NComputing is under no obligation to advise, consult or otherwise provide guidance to you regarding any third-party software licensing. You shall indemnify and hold NComputing and its distributors harmless from any and all claims, damages, costs, liabilities, etc. arising from your improper or unauthorized use of the Server Software, Microsoft Windows Server software, or any other third party software.

Microsoft Windows Server to Windows XP License Rights. If you have licensed the appropriate number of Windows Server operating system and associated Client Access Licenses for simultaneous access by multiple users to the Licensed Computer, you may install and run the Software on a separately licensed Windows XP Client operating system for simultaneous access by multiple users in lieu of the Windows Server operating system. You may only install and use either the Windows Server operating system software or the Windows XP Client operating system software but not both. This paragraph provides supplemental rights to, and does not limit your existing rights and obligations under, applicable Microsoft Software License Agreements or EULAs. Microsoft does not provide any support for the Software or for the Windows XP Client operating system in this configuration; you should seek support from NComputing for issues relating to the Software and its use with the Windows XP Client operating system.

8. **THIRD PARTY SOFTWARE PROVIDED WITH THE FIRMWARE.** You hereby acknowledge that the Server Software may contain Open Source Software. All Open Source Software contained in or provided with the Server Software is identified online, along with the applicable Open Source Software licenses, at: https://ncomputing.box.com/shared/static/8a0l314wo9y6kgq4c7gl.pdf Copyrights and other proprietary rights to such Open Source Software are held by the copyright holders identified in the applicable Open Source Software licenses, and all Open Source Software is distributed to you under the applicable Open Source Software licenses. To the extent any such Open Source Software license requires that NComputing provide You such rights to copy, modify, distribute or otherwise use any Open Source Software that are inconsistent with the limited rights granted to You in this EULA, then such rights in the applicable Open Source Software license shall take precedence over the rights and restrictions granted in this EULA, but solely with respect to such Open

   Source Software and solely to the extent of such inconsistency. You acknowledge that the Open Source Software license is solely between you and the applicable licensor of the Open Source Software. You shall comply with the terms of all applicable Open Source Software licenses.

9. **REGISTRATION AND VALIDATION.**

   a. NComputing requires your copy of the Server Software to be registered and validated online in the manner described during its installation and setup. Validation verifies that your copy of the Server Software is properly licensed. Without validation, your copy of the Server Software will only function until, and all license rights granted herein shall expire upon, the expiration of first thirty (30) calendar days from the date the Server Software was first installed by you.

   b. The Server Software may, from time to time, also require re-validation in order to confirm that your copy of the Server Software is still properly licensed.

   c. During the registration and validation processes, the Server Software will send information relating to the Server Software, Server Device, or the Client Device(s), to NComputing. This information includes, but is not limited to, the version and key code of the Server Software, the Internet protocol address of the Server Device or the Client Device(s), and other information provided by the end user of the Server Software.

   d. If, during the validation process, the Server Software is found not to be properly licensed or registered, the functionality of the Server Software may be affected. For example, you may

      - need to reactivate the Server Software, or
      - receive reminders to obtain and activate a properly licensed copy of the Server Software; and you may not be able to
      - use or continue to use some or all of the features of the Server Software, or
      - obtain certain updates to the Server Software from NComputing.

10. **UPDATE SERVICES.** NComputing may make use of Internet-based services in the Server Software (the "Update Services") to deliver to you Updates (as defined below) and/or notifications in connection with the Server Software. NComputing reserves the right to change

its method of delivering the Update Services at any time. You must not interfere in any way with the Update Services. NComputing shall not be responsible for any errors in the Server Software or the Management Center License Keys that would have been fixed by Updates to the Server Software that NComputing attempted to provide but that were not applied because of interference with the Update Services.

a. From time to time, NComputing may, at its own discretion, create updates and/or patches (hereinafter collectively referred to as "Updates") to the Server Software. Updates may include support for and compatibility with operating system updates or service packs, bug fixes, and incremental improvements. Updates do NOT include major upgrades to the Server Software, which may contain major feature additions, support for previously unsupported operating systems, or support for new hardware products; such major upgrades constitute new software for which NComputing may charge additional fees and which may or may not be made available via the Update Services.

b. If available, you may obtain Updates at no additional charge within one (1) year after the date of your purchase of a license for the Server Software, provided that you have properly registered such Server Software and assigned it to your Server Device.

c. After one year from the date of your purchase, NComputing may make further updates available to you for an additional fee per its Support and Subscription (SnS Terms and Conditions).

d. You may obtain Updates only from NComputing or its authorized sources.

e. The Server Software is designed to be compatible with currently supported operating systems and server hardware. Notwithstanding the foregoing, NComputing does not warrant and/or represent that the Server Software will be compatible with any operating systems, applications, hardware or software, or any updates or upgrades thereto. If you upgrade your operating system, applications, hardware or software, NComputing will not be liable for any problems that may occur as a result of an incompatibility between the Server Software and any such upgraded hardware or software product.

f. You may not use these Update Services in any way that could harm them or impair anyone else's use of the Server Software and/or the Update Services. You may not use these Update Services to try to gain unauthorized access to the Server Software, any Server Device(s) or Client Device(s), or any other software, service, data or network.

11. **DATA USE RIGHTS.** You acknowledge and agree that NComputing may collect and use any information generated by the Server Software, including, but not limited to, error reports, connection logs and other reports related to the Server Software and its usage and maintenance, to improve NComputing's software and services. NComputing may also share such information with third parties, such as other hardware and software vendors, who may use it to improve their own products and services.

12. **SUPPORT SERVICES.** You may purchase maintenance and support services from NComputing pursuant to a separately executed support agreement (e.g. NComputing's Premium Support subscription). Maintenance and support terms for the Server Device and/or Client Device(s) are outside the scope of this EULA and are covered separately in the Limited Hardware Warranty documentation available online for download in the Support section of NComputing's website at: www.ncomputing.com.

13. **TERM AND TERMINATION.** This EULA will remain in effect until terminated. Unauthorized copying of the Server Software or failure to comply with the terms of this EULA will result in automatic termination of this EULA and all licenses granted herein, and will make available to NComputing other legal remedies. This EULA and all licenses granted herein will automatically terminate if You go into liquidation, suffer or make any winding up petition, make an arrangement with Your creditors, or suffer or file any similar action in any jurisdiction in consequence of debt. This EULA and all licenses granted herein may also be terminated by NComputing as set forth in Section 14 below. Upon any termination of this EULA, You shall cease all use of and destroy all of your copies of the Server Software. Notwithstanding the expiration or termination of this EULA, it is acknowledged that those rights and obligations that

by their nature are intended to survive such expiration or termination will survive, including, without limitation, the disclaimers of warranties and limitations of liability provided herein.

14. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.** NComputing warrants that the Server Software (and any Updates thereto) will perform substantially in accordance with the applicable user documentation for a period of ninety (90) days from the date of your purchase of the Server Software (the "Limited Warranty"). NComputing's and its suppliers' sole liability, and your exclusive remedy, for any breach of this Limited Warranty or for breach of any other warranty related to the performance of the Server Software shall be, at NComputing's option, (i) to terminate this EULA and return the amount paid by you for the affected Server Software; or (ii) to repair or replace the Server Software to make it perform substantially in accordance with the Limited Warranty. This Limited Warranty shall not apply (i) if you make any unauthorized modifications to the Server Software, or misuse, abuse of the Server Software; (ii) if you use the Server Software for purposes other than its intended use; or (ii) if you violate any terms and conditions of this EULA. NComputing and its suppliers make no warranties, and provide no remedies, in connection with any defects discovered after the ninety-day Limited Warranty period.

    EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, THE SERVER SOFTWARE, INCLUDING WITHOUT LIMITATION ANY OPEN SOURCE SOFTWARE INCORPORATED THEREIN OR PROVIDED THEREWITH, AND ANY ACCOMPANYING DOCUMENTATION, ARE PROVIDED "AS IS".

    TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES EXPRESSLY STATED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY, WHICH NCOMPUTING SPECIFICALLY DISCLAIMS, FOR ITSELF AND ON BEHALF OF ITS SUPPLIERS, TOGETHER WITH ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NCOMPUTING OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

    SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE DISCLAIMER OF IMPLIED WARRANTIES ABOVE MAY NOT APPLY TO YOU, IN WHICH CASE THE DURATION OF ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED TO NINETY (90) DAYS FROM THE DATE YOU PURCHASED THE SERVER SOFTWARE; PROVIDED, HOWEVER, THAT IN SUCH CASE NCOMPUTING'S OR ITS SUPPLIERS' SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF SUCH IMPLIED WARRANTIES SHALL IN ANY CASE BE, AT NCOMPUTING'S OPTION, (i) TO REPAIR OR REPLACE THE SERVER SOFTWARE TO CONFORM IT TO SUCH APPLICABLE WARRANTY, OR (ii) TO TERMINATE THIS EULA AND RETURN THE AMOUNT PAID BY YOU FOR THE AFFECTED SERVER SOFTWARE.

    NCOMPUTING DOES NOT WARRANT THAT THE OPERATION OF THE SERVER SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVER SOFTWARE WILL MEET YOUR SPECIFIC REQUIREMENTS. YOU ACKNOWLEDGE AND AGREE THAT PERFORMANCE OF THE SERVER SOFTWARE MAY VARY DEPENDING ON THE SERVER DEVICE, CLIENT DEVICE, THE SOFTWARE PROGRAMS RUNNING ON THE FOREGOING (INCLUDING THE SERVER SOFTWARE), AND THE BANDWIDTH AND CONFIGURATION OF THE NETWORK CONNECTING THEM. SINCE ALL CLIENT DEVICES SHARE THE SERVER DEVICE'S RESOURCES, A CLIENT DEVICE'S PERFORMANCE MAY DECREASE IF THE SERVER DEVICE'S PROCESSOR(S) OR OTHER RESOURCES BECOME OVERLOADED AS MORE CLIENT DEVICES ARE CONNECTED TO THE SERVER DEVICE OR IF A USER RUNS RESOURCE INTENSIVE APPLICATIONS.

15. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT THAT LIABILITY MAY NOT BY LAW BE LIMITED OR EXCLUDED, IN NO EVENT WILL NCOMPUTING OR ITS SUPPLIERS BE LIABLE FOR LOSS OR CORRUPTION OF DATA, LOST PROFITS OR LOSS OF CONTRACTS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE SUPPLY OR USE OF THE SERVER SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION,

NEGLIGENCE). THIS LIMITATION WILL APPLY EVEN IF NCOMPUTING OR AN AUTHORIZED DISTRIBUTOR OF NCOMPUTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL NCOMPUTING'S OR ITS SUPPLIERS' LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE AFFECTED SERVER SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THIS PROVSION REFLECTS A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES.

16. **COMPLIANCE WITH LAW.** You agree to use the Server Software solely in accordance with, and within the limits permitted by, applicable laws, rules, regulations and orders.

17. **U.S. Government End User Purchasers.** The Server Software and any other NComputing software covered under this EULA are "commercial items" as that term is defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Server Software and any other NComputing software and documentation covered under this EULA with only those rights set forth herein.

18. **JURISDICTION AND DISPUTES.** Except as otherwise set forth in Attachment A (if applicable), of this EULA, including all revisions and amendments thereto, is governed by and construed in accordance with the laws of the Republic of Korea, without regard to its conflict or choice of law principles. Notwithstanding any choice of law provision or otherwise, and the United States Uniform Computer Information Transactions Act the United Nations Convention on the International Sale of Goods shall not apply.

19. **ARBITRATION.** Except as otherwise set forth in Attachment A (if applicable), , Customer unconditionally consents and agrees that: (i) any claim, dispute or controversy (whether in contract, tort, or otherwise) Customer may have against NComputing or its officers, directors, agents and employees arising out of, relating to, or connected in any way with the Software or this EULA (including its existence, validity or termination), will be finally resolved by arbitration to be held in Seoul, Korea and conducted in English under the Rules of Arbitration of the International Chamber of Commerce provided, however, that each party may enforce its or its Affiliates' (defined below) intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief. The arbitral award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. For purposes of this EULA, Affiliate means, any corporation or other entity that is controlled by, or is under common control with a party (a corporation or other entity shall be deemed to control another if it owns or controls more than fifty percent (50%) of the voting stock or other ownership interest of the corporation or entity).

20. **EXPORT.** Software and Documentation, including any technical data provided by NComputing hereunder, may be subject to export, re-export or import control laws under the country of origin, destination or use, including regulations under such laws. Customer shall comply fully with all international and national laws and regulations that apply to the Software and Documentation and to Customer and Customer Representative's use thereof, including, but not limited to, the U.S. Export Administration Regulations, end-user, end-use and destination restrictions issued by U.S. and other governments. Without limiting the generality of the foregoing, Customer expressly agrees that Customer shall not, and shall cause Customer Representative to agree not to, export, directly or indirectly, re-export, divert, or transfer the Software and Documentation or any technical data thereof to any destination, company or person restricted or prohibited by U.S. laws or regulations or laws or regulations of any other applicable jurisdiction. Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer are not listed on any U.S. Government list of prohibited or restricted parties.

21. **ASSIGNMENT.** You may not transfer, assign or delegate any of your rights or obligations under this EULA, in whole or in part, whether voluntarily, by operation of law, by merger or sale of all or substantially all of your stock or assets, or otherwise, without the prior written consent of NComputing. Any purported transfer, assignment, or delegation by You without such prior written consent shall be null and void. NComputing has the right to transfer, assign or delegate any of its rights or obligations under this EULA to one or more third parties without Your consent, including through reorganization, reincorporation, merger, change of control, or a sale of all or substantially all of NComputing's stocks or assets. Subject to the foregoing, this EULA shall bind and inure to the benefit of each party's successors and permitted assigns.

22. **NO WAIVER.** Any waiver of any right or remedy by NComputing is not valid and effective, unless, and to the extent that it is express and in writing that states such right and remedy to be waived. Selection by NComputing of a specific remedy does not constitute, and shall not be interpreted to constitute, a waiver of any other remedy of NComputing, and NComputing's failure to select a specific remedy does not constitute, and shall not be interpreted to constitute, a waiver of such remedy.

23. **SEVERABILITY.** Should any section, or portion thereof, of this EULA be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this EULA shall not otherwise be affected.

24. **INTEGRATION.** This EULA constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements, oral or written, between the parties, and is intended as a final expression of their agreement, regarding the subject matter of this EULA other than any document expressly incorporated herein by reference. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this EULA.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ATTACHMENT A

LOCAL TERMS AND CONDITIONS - United States of America

The following terms apply to Customer with its principal offices within United States of America or is a resident of the United States of America or to the extent that the laws of the United States of America apply to Customer's use of the Software.

This Agreement and Customer's relationship with NComputing shall be governed and construed in accordance with the laws of the state of California, without regard to its conflict of law provisions. Subject to NComputing's right to seek injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction, Customer unconditionally consents and agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Customer may have against NComputing or the officers, directors and employees of NComputing and its subsidiaries or Affiliates (all such individuals and entities collectively referred to herein as the "NComputing Entities") arising out of, relating to, or connected in any way with the Software or this EULA (including its existence, validity or termination) or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS or another mutually-acceptable alternative dispute resolution provider ("Arbitration Tribunal") and conducted in the United States before a sole arbitrator in accordance with the rules of the Arbitration Tribunal; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce in the United States, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitrator's decision shall be controlled by this Agreement and any of the other agreements referenced herein that the applicable Customer may have entered into in connection with the Software; (4) the arbitrator shall honor claims of privilege recognized at law; (5) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Customer's and/or the applicable NComputing Entity's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (6) the arbitrator shall not have the power to award punitive, exemplary, special or consequential damages against Customer or any NComputing Entity; (7) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any NComputing Entity exceed $125 USD, and Customer is unable (or not required under the rules of the Arbitration Tribunal) to pay any fees and deposits that exceed this amount, NComputing agrees to pay them and/or forward them on Customer's behalf, subject to ultimate allocation by the arbitrator. In addition, if Customer is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, NComputing will pay as much of Customer's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (8) with the exception of subparts (5) and (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of the Arbitration Tribunal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (5) or subpart (6) is found to be invalid, unenforceable or illegal, then if NComputing so elects, the entirety of this arbitration provision shall be null and void, and neither Customer nor NComputing shall be entitled to arbitrate their dispute.

LOCAL TERMS AND CONDITIONS - Europe

The following terms apply to any Customer with its principal offices or residence within the European Economic Area (EEA) or European Union, or Switzerland, Iceland, Montenegro, Serbia, Kosovo, Albania, Bosnia & Herzegovina, Macedonia, San Marino, Monaco, Vatican City, the Channel Islands, the Isle of Man, overseas departments of France, or the Faeroe Islands:

1. Despite paragraph 18 of this Agreement, this Agreement and Customer's relationship with NComputing shall be subject to the laws and jurisdiction of the state listed above in which you have your principal offices or, if you are not a business, the state listed above where you are resident.
2. Despite any term of this Agreement in paragraph 4 or elsewhere to the contrary, and to the

extent required by Directive 91/250/EEC (as amended) on the legal protection of computer programs as implemented in your jurisdiction, for the time while you have the right to use the Software you have the right to:

2.1. make a back-up copy to the extent that it is necessary to do so to use the Software;

2.2. observe, study or test the functioning of the Software in order to determine the ideas and principles which underlie any element of the program if you do so while performing any of the acts of loading, displaying, running, transmitting or storing the program which you are entitled to do; and

2.3. disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Software but in either case only to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities: (i) is used only for the purpose of achieving inter-operability of the Software with another software program (ii) is not unnecessarily disclosed or communicated to any third party without the NComputing's prior written consent; and (iii) is not used to develop, produce or market any software which is substantially similar to the Software or for any other act which infringes copyright.

3. Nothing in this EULA (in particular paragraphs 14 and 15) shall exclude or limit, or be taken as seeking to exclude or limit, any liability which the applicable law does not permit to be excluded, or, as the case may be, limited but only to the extent that such exclusion or limitation is not permitted or would make the EULA unenforceable. Depending on the applicable law, this may include willful misconduct, gross negligence, death or injury caused by negligence, fraud, fraudulent misrepresentation or warranties as to ownership which cannot be excluded by law.

4. Despite paragraph 19, the place of Arbitration shall be London, England.

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